

AGREEMENT

between

**LIVINGSTON COUNTY, ILLINOIS
(HIGHWAY DEPARTMENT)**

and

**INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL NO. 150**

2011-2013

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PREAMBLE

In order to establish harmonious employment relations through a mutual process, to provide fair and equitable treatment to all employees, to promote the quality and continuance of public service, to achieve full recognition for the value of employees and the vital and necessary work they perform, to specify wages, hours, benefits and working conditions, and to provide for the prompt and equitable resolution of disputes, the parties agree as follows:

AGREEMENT

This Agreement has been made and entered into by and between Livingston County, Illinois (hereinafter referred to as “Employer” or “County”) and the International Union of Operating Engineers, Local 150, Public Employees Division (hereinafter referred to as the “Union”), on behalf of the employees described in Article I.

ARTICLE I RECOGNITION AND REPRESENTATION

Section 1.1, Recognition. The Employer recognizes the Union as the sole and exclusive bargaining agent for the following personnel:

Full and Regular Part-Time Junior Maintenance Workers and Senior Maintenance Workers; and Full and Regular Part-Time Engineering Technicians, I, II, III and IV.

All other County employees are excluded, including but not limited to the Maintenance Foreman and Assistant County Engineer positions (which are supervisory and confidential positions within the meaning of the Illinois Public Labor Relations Act) and the Administrative Assistant positions (which are confidential positions within the meaning of the Illinois Public Labor Relations Act), professional employees, short-term employees, managerial employees,

supervisory employee, and confidential employees as defined by the Illinois Public Labor Relations Act.

Section 1.2, Duty of Fair Representation. The Union agrees to fulfill its duty to fairly represent all employees of the bargaining unit.

Section 1.3, Gender. Whenever the male gender is used in this Agreement, it shall be construed to include male and female employees covered by this Agreement.

Section 1.4, New Classifications. If the Employer creates and fills a new full-time non-professional job classification in the Highway Department that includes substantially the same work now being done by employees covered by this Agreement, then such new job classification will become a part of the bargaining unit and will be covered by this Agreement. (This section does not apply to any person who does not meet the definition of a public employee under Section 3(n) of the Illinois Public Labor Relations Act). If the Union disagrees with the Employer's placement of a new job classification in or out of the bargaining unit, the Union's exclusive remedy is to file a unit clarification petition with the Illinois Labor Relations Board.

The Employer will establish the wage rate for any new classification covered by this Agreement for the remaining term of this Agreement. The Union may request a meeting with the Employer to discuss the wage rate for any new job classification. Any disagreement regarding the wage rate for a new classification will not be subject to the grievance-arbitration process.

ARTICLE II NO DISCRIMINATION

Section 2.1, Prohibition Against Discrimination. In accordance with applicable legislation, neither the Employer nor the Union shall discriminate against any employee in a manner prohibited by law because of race, creed, color, national origin, or sex. Any violation of this Article may be grieved through Step 3 of the grievance procedure but no further.

Section 2.2, Union Activity. The Employer and the Union agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by this Agreement, or in the exercise of any protected concerted activities, or on account of membership or non-membership in the Union.

ARTICLE III DUES DEDUCTION AND FAIR SHARE

Section 3.1, Dues Deduction. During the term of this Agreement, the Employer will deduct from each employee's paycheck once each pay period the uniform, regular Union dues for each employee in the bargaining unit who has filed with the Employer a lawfully written authorization form. The Employer will send the dues collected under this Section to the Union each month.

The actual dues amount to be deducted, as determined by the Union shall be uniform in each classification and step in order to ease the Employer's burden of administering this provision. The Union may change the fixed uniform dollar amount once each calendar year during the life of this Agreement by giving the Employer at least thirty (30 days' notice of any such change in the amount of the uniform dues to be deducted.

If an employee has no earnings or insufficient earnings to cover the amount of the dues deduction, the Union shall be responsible for collection of the dues. The Union agrees to refund the employee any amount paid to the Union in error on account of this dues deduction provision.

Section 3.2, Fair Share. During the term of this Agreement, employees who do not choose to become dues paying members of the Union shall, commencing sixty (60) days after their employment or sixty (60) days after the date of this Agreement is executed, whichever is later, pay a fair share fee to the Union for collective bargaining and contract administration services rendered by the Union as the exclusive representation of the employees covered by said Agreement, provided fair share fee shall not exceed the dues attributable to being a member of the Union. Such fair share fees shall be deducted by the Employer from the earnings of non-members and remitted to the Union. The Union shall periodically submit to the Employer a list of the members covered by this Agreement who are not members of the Union and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit.

The Union agrees to assume full responsibility to insure full compliance with the requirements in Chicago Teachers Union v. Hudson, 475 U.S. 292 (1986), with respect to the constitutional rights of fair share fee payors. Accordingly, the Union agrees to do the following:

1. Give timely notice to fair share fee payors of the amount of the fee and an explanation of the basis for the fee.
2. Advise fair share fee payors of an expeditious and impartial decision-making process whereby fair share fee payors can object to the amount of the fair share fee.

3. Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share fee payors to the amount of the fair share fee.

It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Union with respect to fair share fee payors as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the affected non-member and the Union are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois Labor Relations Board and the payment shall be made to said organization.

Section 3.3, Indemnity. The Union shall indemnify and hold harmless the Employer, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken by the Employer in complying with the provisions of this Article, or in reliance on any written checkoff authorization furnished under any of the provisions of this Article.

ARTICLE IV GENERAL PROVISIONS

Section 4.1, Personnel Records. An employee shall have the right to inspect his personnel records no more than two (2) times per year at a time mutually agreed upon by the Employer and the employee. An employee may obtain a copy of his records upon request to the County Engineer. Copies shall be provided, at no charge to the employee, within two (2) business days.

Section 4.2, Bulletin Board. The employer shall provide a Union bulletin board in each work location. The board shall be for the sole and exclusive use of the Union, upon which the Union may not post notices of a political or inflammatory nature. The Union will limit the posting of Union notices to such bulletin board. The County Engineer, after notice to a Union Steward or Representative, has the right to remove Union notices that are not in compliance with this Section.

Section 4.3, Probationary Period. All new employees and those hired after loss of seniority shall be considered probationary until they have completed a probationary period of twelve (12) months of work. Time absent from duty that is not credit for seniority purposes shall not apply toward satisfaction of the probationary period. During an employee's probationary period, the employee may be disciplined, suspended, laid off or terminated without cause at the sole discretion of the Employer. Such probationary employee shall have no recourse to the grievance procedure to contest such discipline, suspension, layoff or termination. Employees who are promoted to another bargaining unit position shall not be required to serve an additional probationary period.

Section 4.4, Light Duty. The employer is not required to create light duty assignments and employees may be allowed to work on light duty, or be assigned to light duty, in the sole discretion of the County Engineer.

Section 4.5, Americans with Disabilities Act. The parties agree that the Employer may, notwithstanding any other provisions of this Agreement, take action that is in accord with what is legally permissible in order to comply with the Americans With Disabilities Act.

Section 4.6, Employee Discipline. The Employer agrees with the tenets of progressive and corrective discipline and that it shall be imposed only for just cause. Discipline shall include but not be exclusive of the following progressive steps of priority:

- (A) Oral warning with documentation of such filed in the employee's personnel file;
- (B) Written reprimand with copy of such maintained in the employee's personnel file;
- (C) Suspension without pay with documentation of such maintained in the employer's personnel file, with copy sent to the Union office;
- (D) Discharge with documentation of such maintained in the employee's personnel file, with copy sent to Union office.

However, the Employer shall retain the right to skip one or more levels of discipline, so long as surrounding circumstances reasonably warrant.

Section 4.7, Right to Representation. The employee shall be allowed a bargaining unit member or Union business representative during an investigatory interview, where the employee reasonably believes that such investigatory interview is likely to result in discipline upon the employee. Such an employee request will not unreasonably delay such an investigatory interview.

Section 4.8, Representation Time. An employee required to act as a union representative in a grievance scheduled by the Employer during said employee's scheduled working hours will not suffer a loss of pay for attending that meeting. No employee shall be paid for attending such meetings in his representational capacity outside of his scheduled working hours. The Union recognizes the essential need to minimize lost work time and to avoid interference with the work of the Department.

Section 4.9, Union Access. Non-employee Union representatives may have access to Employer property in order to help resolve a dispute or problem. In order to receive access, the union representatives must provide reasonable advance notice to the County Engineer or his designee and make reasonable arrangements to minimize any disruption of the work of employees or non-bargaining unit employees on duty. The representative may visit the employees during their non-work time if such visit does not unduly disturb the work of any employees or non-bargaining unit employees who may otherwise be working.

Section 4.10, Time Off for Union Activities. Union Stewards shall be allowed time off without pay for legitimate Union business, such as Union meetings and State or International conventions, provided they give reasonable prior notice to their supervisor of such absence, and there are sufficient numbers of employees scheduled to work on the planned day of absence. A steward may utilize any accumulated time off (holiday, personal, vacation days, etc.) in lieu of the employee taking such time without pay.

Section 4.11, Job posting. If there is a permanent vacancy in a full-time bargaining unit position which the County decides to fill, then a notice of such vacancy will be posted on the

bargaining unit bulletin board for at least seven (7) business days. Any employee interested in applying for the vacancy must file an application for the vacant position with the appropriate County personnel no later than the seventh business day from the day on which the notice was posted. Even though a job opening has been posted, the County retains the final right to determine whether or not the opening should be filled, and by whom, including the right to select the applicant with the greater skills, abilities, qualifications, performance and experience, as determined by the County.

In the event the skill, qualifications and experience of two or more applicants for a bargaining unit position posted under this section are equal, as determined by the County, then an existing employee with greater seniority will be offered the position first.

Nothing contained herein shall prohibit the County from advertising the position at the same time it is posted or from filling a position temporarily.

Section 4.12, Shop Privileges. The Employer will extend the following privileges to employees during the term of this contract:

- 1) the ability to wash an employee's personal vehicle(s) inside the maintenance building;
- 2) use of the employer's in-shop and hand tools for personal purposes (but not for personal monetary gain); and
- 3) use of the employer's survey equipment for personal purposes (but not for personal monetary gain),

The foregoing privileges will not be exercised during an employee's work time or the Department's work hours. The employer reserves the right to implement a check-out and tracking system for employee use of the employer's hand tools and survey equipment. The

employer further reserves the right to condition the personal use of in-shop and hand tools and survey equipment on the execution by the employee of a liability release form.

Section 4.13, Accessories. For the term of this Agreement, the County agrees to continue providing reflective safety vests, t-shirts, jackets, sweatshirts, rain gear, slip-on rubber boots, and gloves in the similar type and number as provided on the date that this agreement is executed. The Union may request a meeting with the County Engineer to discuss the need for additional accessories. Such discussions will not obligate the County to adopt such additional accessories, nor will such discussions in any way affect the County's right outlined in Article XXI to determine in the first instance what action, if any, should be taken in response to safety concerns.

In addition, County shall provide up to one hundred seventy-five dollars (\$175.00) per year for work clothing and boots for all bargaining unit employees. Employees may purchase the clothing and/or boots and submit an original receipt for purposes of verification and copying to the County who shall reimburse the employee up to the limit of the annual allowance each year. Any unused portion of an annual allowance shall not be carried over to the following year for a bargaining unit employee. Alternatively, the County will set up an account with the Big R Store located at 1027 W. Reynolds, Pontiac, Illinois, for employees where work clothing and boots can be charged up to the limit of the annual allowance each year. Employee may reimburse the County for any purchases which do not comply with this provision within thirty (30) days of receiving notice that the purchase is being disallowed.

ARTICLE V GRIEVANCE PROCEDURE

Section 5.1, Definition of Grievance. A grievance is defined as a dispute or difference of opinion raised by an employee or the Union against the Employer, involving the meaning, interpretation or application of an express provision of this Agreement.

Section 5.2 Grievance Procedure. The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

Step 1: County Engineer. A grievance shall be submitted by the grievant or Union in writing to the County Engineer, specifically indicating the matter is a grievance under this Agreement. The grievance shall contain a statement of all relevant facts, the provision **or** provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than ten (10) business days from the date of the first occurrence of the matter giving rise to the grievance or within ten (10) business days after the employee or the Union, through use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The County Engineer shall render a written response to the grievant within ten (10) business days after the grievance is presented.

Step 2: County Board. If the grievance is not settled at Step 1 and the grievant or the Union wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the County Board Chairperson within ten (10) business days after receipt of the

County's answer at Step 1. Upon receipt of this appeal, the County Board Chairperson will arrange for a select committee of County Board Members and the County Engineer to consider the appeal. The select committee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within ten (10) business days with the grievant and/or an authorized representative of the Union at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the select committee shall provide a written answer to the grievant and/or the Union within ten (10) business days following their meeting.

Step 3: Arbitration. If the grievance is not settled at Step 2 and the Union wishes to appeal the grievance from Step 2 of the grievance procedure, the Union may refer the grievance to arbitration, as describe below, within fifteen (15) business days of receipt of the County's written answer as provided to the Union at Step 2.

The parties shall attempt to agree upon an arbitrator within ten (10) business days after receipt of notice of referral. In the event the parties are unable to agree upon the arbitrator within said ten (10) day period, the Union shall request the Federal Mediation and Conciliation Service submit a panel of seven (7) arbitrators. The parties shall alternatively strike the names of arbitrators. A coin toss will determine the order of striking for the first grievance. For subsequent grievances, the parties will take turns as to the first strike. The person whose name remains shall be the Arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators.

The arbitrator shall be notified of his selection and shall be requested to set a time and place for hearing, subject to the availability of Union and Employer representatives. Both parties

agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. The Employer and the Union shall have the right to request the arbitrator to request the presence of witnesses or documents. Each party shall bear the costs of its own witnesses.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. If it is determined that the matter is arbitrable, the arbitrator shall then proceed to determine the merits of the dispute.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the provisions of this Agreement.

The expenses of the arbitrator and the costs of the hearing room shall be shared equally by the parties. Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent arbitrator(s) during the term of this Agreement or to use the expedited arbitration procedures of the American Arbitration Association.

If either party desires a verbatim record of the proceedings, it may cause such to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, that party shall equally pay for the expense of the court reporter and transcript.

The Arbitrator shall render his decision in writing to the parties within thirty (30) calendar days following the close of the arbitration hearing or the submission of briefs, whichever is later.

The arbitrator shall support his findings with a written opinion. The decision and opinion shall be based solely on and directed to the issue presented in the grievance submitted at Step 1. The award shall clearly direct the parties as to what action(s) must be taken in order to comply with the award. The decision and award of the arbitrator shall be final and binding to the Union, employee(s) and Employer.

Section 5.3, Grievance Forms. The written grievance required under this Article shall be on a form which shall be provided by the Union. It shall contain a statement of the Grievant's complaint, the section(s) of this Agreement that have been allegedly violated, the date of the alleged violations and the relief being sought. The form shall be signed and dated by the Grievant and/or his representative. An improper grievance form, date, section citation or other procedural error shall not be grounds for denial of the grievance.

Section 5.4, Time Limits. Any grievance not appealed to the next succeeding step in writing and within the appropriate number of work days of the Employer's last answer will be considered settled on the basis of the Employer's last answer and shall not be eligible for further appeal. If the Employer fails to provide an answer within the time limits so provided, such failure to answer shall constitute a proper denial of the grievance on the date the answer was last due and the grievant or the Union, as appropriate, may immediately appeal to the next step, or forego further processing of the grievance. The parties may mutually agree to extend any of the time limits set forth in this Article.

Section 5.5, Union Stewards. Two (2) duly authorized bargaining unit representatives shall be designated by the Union as a Steward. Two (2) authorized bargaining unit representatives shall be designated by the Union as the Alternate Stewards, and shall serve in the place of the official Stewards when the official Stewards are unavailable. The Union will provide written notice to the Employer identifying the Stewards and Alternate Stewards within thirty (30) days of the effective date of this Agreement and thereafter within thirty (30) days of any change in the identity of any Steward or Alternate Steward.

ARTICLE VI MANAGEMENT RIGHTS

It is understood and agreed that the Employer possesses the sole right and authority to operate and direct the employees of the Employer and its various departments in all respects, including, but not limited to, all rights and authority exercised by the Employer prior to the execution of this Agreement, except as specifically modified in this Agreement. These rights include, but are not limited to, the following: to determine the mission, policies and all standards of service offered to the public by the Employer; to plan, direct, control and determine all the operations and services of the Employer; to determine the places, means, methods, effort and number of personnel needed to carry out the Employer's mission; to manage, supervise, and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to determine whether goods or services are provided, made or purchased; to make, alter and enforce rules, regulations, policies and procedures; to discipline, suspend and discharge employees for just cause (probationary employees without

cause); to change or eliminate existing methods, equipment or facilities; to layoff employees; to contract out for goods and services; to evaluate performance and productivity and establish awards or sanctions for various levels of performance from time to time; to promote or demote employees, and to take any and all actions as may be necessary to carry out the mission of the Employer.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement.

ARTICLE VII NO STRIKE-NO LOCKOUT

Section 7.1, No Strike. During the term of this Agreement, neither the Union nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-down, stoppage of work, refusal to perform overtime, work-to-rule situation, mass absenteeism, refusal to cross a picket line, picketing for or against the County, at the home or the outside business of any elected official of the County, or in a County uniform or any other intentional interruption or disruption of the operations of the County, regardless of the reason for doing so.

Any employee who violates this Section will be subject to immediate discharge. Any action taken by the Employer against any employee who participates in activities prohibited by this Section, shall not be considered a violation of this Agreement and shall not be subject to the

provisions of the grievance procedure, except that the issue of whether an employee in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

Section 7.2, Resumption of Operations. In the event of action prohibited by Section 1 above, the Union shall immediately disavow such action and request the employees to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations.

Section 7.3, No Lockout. The County will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

Section 7.4, Judicial Restraint. Nothing contained herein shall preclude the County or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

ARTICLE VIII HOURS OF WORK AND OVERTIME

Section 8.1, Application of Article. This Article is intended to define the normal hours of work, the regular work period and provide the basis for overtime calculation. This Article does not provide a guarantee of any certain number of hours of work per day or per week.

Section 8.2, Normal Work Week and Work Day. The normal work week for all bargaining unit personnel shall be five (5) days per week, Monday through Friday.

The normal work day for employees in the position of Maintenance Worker hired before June 6, 2008, shall be nine (9) hours per day, including an unpaid, thirty (30) minute lunch period and two (2) fifteen (15) minute paid break periods. The normal starting and ending hours for Maintenance Workers hired before June 6, 2008, will be 7:00 a.m. to 4:30 p.m., Monday through Friday.

The normal work day for employees in the position of Maintenance Worker hired after June 6, 2008, shall be eight (8) hours per day, including an unpaid, thirty (30) minute lunch period and two (2) fifteen (15) minute paid break periods. The normal starting and ending hours for Maintenance Workers hired after June 6, 2008, will be 7:00 a.m. to 3:30 p.m., Monday through Friday.

The normal work day for employees in the position of Engineering Technician shall be eight (8) hours per day, including an unpaid, thirty (30) minute lunch period and two (2) fifteen (15) minute paid breaks. The normal starting and ending hours for Engineering Technicians will be 7:00 a.m. to 3:30 p.m., Monday through Friday.

Should it be necessary in the County Engineer's judgment to temporarily establish a schedule departing from the normal work day or normal work week, or to temporarily change the normal work schedule of an employee or employees, the County will give, if practicable, at least forty-eight (48) hours advance notice of such change to all employees directly affected by such change.

If the County desires to permanently alter employee work weeks, work days or work schedules, the County shall (1) where practicable, inform the Union of any such proposed change no less than thirty (30) days prior to implementation and (2) discuss the changes and effects of such changes with the Union in a Labor Management meeting.

The Union may request a meeting with the County Engineer to discuss modifying employee work hours during the summer months ("summer hours"), which deviate from the daily work schedules outlined above. Such discussions will not obligate the County to adopt such

“summer hours,” nor will such discussions in any way affect the County’s right outlined in the preceding two paragraphs to modify work schedules without bargaining.

Section 8.3, Overtime Pay. Each employee covered by this Agreement shall be paid one and one-half (1½) times his regular straight time hourly rate of pay for all hours of work in excess of forty (40) hours in a regular 7-day work period, or in excess of an employee’s normal work day (for purposes of this section only, the “normal work day” for Maintenance Workers hired before June 6, 2008, shall be eight (8) hours, such that the ninth hour of their work day will be paid at one and one-half (1½) times their regular straight time hourly rate of pay). Hours of work include all time that an employee is required to be on duty, whether scheduled or unscheduled. For purposes of overtime eligibility only, paid time off in the form of vacation, holiday leave, compensatory time, sick leave or personal leave will be counted as “hours worked.” If the Employer requires an employee to work unscheduled hours on a recognized holiday, then said employee shall be paid two times (2) his regular straight-time hourly rate of pay for all unscheduled hours worked on said holiday in addition to the Holiday pay computed in Section 1 of this Article.

Section 8.4, Overtime Assignments. Overtime work will be offered and equitably distributed to employees in the job classification in which the need arises. The Employer shall establish a separate rotating overtime list for Maintenance Workers and Engineering Technicians, based initially on seniority. Thereafter, when the Employer in its discretion decides that an overtime need arises for a particular job classification, overtime assignments shall be offered to the employee in that job classification with the least amount of overtime. Should an employee

refuse such an overtime assignment, it shall count for equalization purposes as if the employee had worked the overtime assignment. Should the Employer exhaust an overtime list for a particular job classification because no employee has accepted the overtime assignment, the least senior employee, who in the Employer's discretion is qualified to perform the overtime assignment, must then work the overtime assignment. For Maintenance Workers who were hired before June 6, 2008, their ninth hour of work on each regularly scheduled work day shall not count for equalization purposes under this Section.

If an employee establishes that he has not received an overtime opportunity that he should have received, the employee's sole remedy will be to receive preference for future overtime opportunities.

Part-time, temporary or non-bargaining unit personnel shall not be employed by the County for the specific purpose of depriving full-time bargaining unit employees of the opportunity to work overtime. Nothing herein is intended to alter or affect the County's right to employ non-bargaining unit seasonal employees (including but not limited to "snowbirds" for winter operations) in accordance with past practice.

Section 8.5, Compensatory Time. Employees may choose to receive compensatory time off in lieu of overtime pay. Compensatory time shall be paid at the appropriate overtime rate for each overtime hour of work over forty (40) in any regular seven (7) day work period, or in excess of an employee's normal work day. Compensatory time off may be taken only with the approval of the employee's supervisor based upon existing staffing needs. Requests to use compensatory time must be made as far in advance as possible, and will be granted subject to staffing needs as

determined appropriate by the employer. A Maintenance Worker hired before June 6, 2008, may carry up to forty-five (45) hours of compensation time from one fiscal year to the next. All other employees may carry up to forty (40) hours of compensatory time from one fiscal year to the next. Any compensatory hours over forty-five (45) for Maintenance Workers hired before June 8, 2008, and any compensatory hours over forty (40) for all other employees will be cashed out by the Employer at the end of the fiscal year (beginning November 30, 2012) and paid to each employee in a single lump sum payment included with the second pay check paid during the following December at the employee's rate of pay in effect as of the previous November 30th with the usual and customary deductions taken for withholding, FICA, Medicare, IMRF and the like. Employer shall provide each employee with an analysis and explanation of the payment being made for purpose of verification. Compensatory time shall be granted in minimum one-half (½) hour increments for all employees.

Section 8.6, Training Time. Employees covered by this Agreement who are required to attend a training program shall be considered at work while engaged in such training and, accordingly, they shall be compensated for such hours of training. In addition, when an employee is required to use his personal vehicle to attend a training session, mileage reimbursement for sites beyond the boundaries of Pontiac Township, shall be paid at the standard business rate for an automobile as set by the Internal Revenue Service and reimbursement will be made quarterly upon request of the employee. Employees shall be reimbursed for meals up to seven dollars (\$7.00) for training sessions lasting four (4) hours or less, up to seventeen dollars (\$17.00) for training sessions lasting eight (8) hours or less and up to thirty-two dollars (\$32.00) for training

sessions lasting more than eight (8) hours and/or requiring an overnight stay. Receipts must be submitted to the County Highway Engineer for reimbursement purposes. To receive reimbursement for overnight lodging arrangements for training sessions, an employee must receive pre-approval from the Highway Engineer before the employee attends the training session, and the Highway Engineer has the discretion to reject such proposed lodging arrangements as he deems inappropriate.

Section 8.7, Call Back. A call-back is defined as an official assignment of work which does not continuously precede or follow an employee's regularly scheduled work hours. Employees who are required to work a call-back assignment shall be compensated at the employee's applicable overtime rate of pay for all hours worked, with a minimum of two (2) hours compensated. It is expressly agreed that a callback assignment is for a specific purpose and the Employer shall not assign employees who complete their callback assignment "busy work" (*i.e.*, work unrelated to callback purposes) in order to fill the remaining hours.

In the event an employee is called back or begins work before the beginning of his shift, the employee may request the County Engineer to grant him vacation, personal or compensatory time off for the remainder of his shift, which the County Engineer may grant pursuant to the terms outlined in the vacation, personal or compensatory time sections of this Agreement.

Section 8.8, No Pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

Section 8.9, Electronic Time Clock System. Employees will comply with the requirements of an electronic time clock system for time and attendance which Employer will be implementing

for the purpose of keeping track of hours worked by each employee. The purpose of the time clock system is not for disciplinary reasons.

ARTICLE IX SENIORITY, LAYOFF AND RECALL

Section 9.1, Definition. For purpose of this Agreement, seniority shall be defined as an employee's length of continuous full-time service since the employee's last date of hire excluding time off due to layoff or any other unpaid leave of absence which exceeds ninety (90) consecutive days of absence unless otherwise agreed by the Employer.

Section 9.2, Seniority List. The Employer shall maintain a current seniority list. This list shall be made available to the Union within thirty (30) days after the execution of this Agreement. Any alleged error in the list must be brought to the attention of the Employer within thirty (30) days after the list has been made available to the Union. Thereafter, the Employer will make available a revised seniority list on or about every December 1.

Section 9.3, Termination of Seniority. Seniority and employment shall be terminated when an employee:

- (a) quits; or
- (b) is discharged for just cause(probationary employees without cause) or;
- (c) is absent for three (3) consecutive days without authorization by the Employer; or
- (d) is laid off for a period in excess of twelve (12) months or the length of his seniority, whichever occurs first; or
- (e) is laid off and fails to report to the Employer his intention to return to work within fourteen (14) calendar days after recall and/or to report for duty within two weeks after recall; or

- (f) does not report to work within seventy-two (72) hours after the termination of an authorized leave of absence; or
- (g) retires.

Section 9.4, Layoff and Recall. The Employer in its discretion shall determine whether layoffs are necessary. Layoffs and recall shall be based upon seniority within each of the two classifications of employees, Maintenance Workers and Engineering Technicians. In other words, if the Employer determines that it is appropriate to layoff an Engineering Technician it need not first layoff a Maintenance Worker with less seniority in the bargaining unit and vice versa. Although not limited to the following, layoffs shall ordinarily be for lack of work and/or lack of funds. The Employer shall provide the Union with thirty (30) days notice of a layoff, except in emergency circumstances. The Employer will, upon request, discuss (not negotiate) with the Union alternatives to the layoff. If it is determined that layoffs within a particular classification of employees are necessary, employees in the affected position(s) will be laid off in the following order:

- (a) temporary personnel; seasonal personnel; provisional personnel, in the same classification;
- (b) part-time personnel in the same classification not included in the bargaining unit;
- (c) probationary employees in the same classification in their original probationary period as defined in Section 4.3, and
- (d) in the event further reductions are necessary, employees will be laid off from the affected position(s) in inverse order of seniority within each of the two classifications of employees.

Employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job position to which they are recalled without further training.

If an employee is recalled to a position in a lower-rated job classification, he shall have the right to return to the job position he had prior to being laid off in the event it subsequently becomes available. If an employee is recalled to a lower-rated job classification, the employee shall have the right to refuse the recall. The Employer shall not hire new full-time employees in bargaining unit positions as long as there are still employees on the recall list who are presently

qualified to perform work in the affected job classification and are willing to be recalled to said classification.

Employees who are eligible for recall shall be given fourteen (14) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union. It shall be the responsibility of an employee on the recall list to provide the Employer with an address to which a recall notice can be sent. Any employee who declines a recall under this Section or who fails to notify the Employer of his intent to return to work within fourteen (14) calendar days after his notice of recall is mailed to the address he provides shall forfeit further recall rights.

ARTICLE X HOLIDAYS

Section 10.1 Holidays Observed. All eligible employees shall receive holiday pay for holidays as designated by the Chief Judge of the 11th Judicial Circuit. The Chief Judge will declare when the holidays will be celebrated. If the County declares any additional dates as observed holidays for employees not covered by this Agreement, such date(s) shall be considered holiday(s) for all bargaining unit employees. Holiday pay shall be eight (8) hours of straight time pay, computed at the employee's base rate of pay.

Section 10.2 Eligibility Requirements. In order to be eligible for holiday pay, an employee must work his full scheduled working day immediately preceding and immediately following the holiday unless proof of sickness or excusable absence (*e.g.*, vacation or personal leave) is established to the satisfaction of the County Engineer or his designee. Employees who

are suspended, who are on unpaid disability leave or any other unpaid payroll status shall not be eligible for holiday pay.

Section 10.3 Pay for Holiday Work. If the Employer requires an employee to work unscheduled hours on a recognized holiday, then said employee shall be paid two (2) times his regular straight-time hourly rate of pay for each unscheduled hour worked on said holiday in addition to the Holiday pay computed in Section 1 of this Article.

ARTICLE XI VACATIONS

Section 11.1, Vacation Accrual. Full-time employees (those who are regularly scheduled and do work thirty-two (32) or more hours per week) covered by this Agreement shall be entitled to a vacation as follows:

Years of Continuous Service	Length of Vacation
0 years through the completion of 7 years	Eight (8) hours earned per month Vacation hours can be accrued not to exceed one hundred and ninety-two (192) at any time (<u>Exception</u> -- Maintenance Workers hired before June 6, 2008, earn nine (9) vacation hours per month with a maximum accrual of two hundred and sixteen (216) hours)

Beginning of the 8th year through the completion of 15 years	<p>Twelve (12) hours earned per month</p> <p>Vacation hours can be accrued not to exceed two hundred and eighty-eight (288) at any time</p> <p>(<u>Exception</u> -- Maintenance Workers hired before June 6, 2008, earn thirteen and one half (13.5) vacation hours per month with a maximum accrual of three hundred and twenty-four (324) hours)</p>
Beginning of the 16th or more years	<p>Sixteen (16) hours earned per month</p> <p>Vacation hours can be accrued not to exceed three hundred and eighty-four (384) at any time</p> <p>(<u>Exception</u> -- Maintenance Workers hired before June 6, 2008, earn eighteen (18) vacation hours per month with a maximum accrual of four hundred and thirty-two (432) hours)</p>

Vacation days are earned and credited at the conclusion of each month. Part-time employees (*i.e.*, those scheduled to work less than 32 hours a week) shall earn vacation leave in proportion to the number of hours worked, *i.e.*, employees working twenty (20) hours a week, based on a 40-hour-a-week schedule, will be entitled to fifty percent (50%) of the full vacation benefit as stated above. Vacation pay shall be paid at the rate of the employee's regular straight-time hourly rate of pay in effect for the employee's regular job classification on the pay day immediately preceding the employee's vacation. Employees will not accumulate vacation during unpaid leaves of absence or during leaves covered by short or long term disability.

A vacation day shall not be charged should a Holiday fall during an employee's scheduled vacation period. Employees may not utilize vacation time until earned. During the first six (6) months of employment, an employee may not take his or her vacation time. However, the vacation earned in the first six months of employment may be taken during the second six (6) months of an employee's first year of employment. On the employee's first year anniversary they will have accrued an additional forty-eight (48) hours of vacation. Vacation may be used in increments of one-half ($\frac{1}{2}$) hours or more.

Section 11.2, Vacation Scheduling. Subject to staffing needs as determined appropriate by the Employer, reasonable effort will be made to see that vacation is scheduled at the times requested by each employee. It is understood, however, that because of the nature of the work at the Employer, it may be necessary to limit the number of employees who are authorized to take vacation during any particular period of time or on any particular day. It is expressly agreed that the final right to designate, approve and cancel vacation periods and the maximum number of employee(s) who may be on vacation at any time is exclusively reserved by the County Engineer in order to ensure the orderly performance of the services provided by the Employer.

Section 11.3, Accumulated Vacation at Separation. Upon separation from employment, an employee shall be paid for all unused, accrued vacation time based on the employee's current rate of pay on the date of separation. In the event of the employee's death, compensation for all unused vacation allowances shall be paid to his/her beneficiary.

Section 11.4, Personal Days. Employees may take two (2) sick leave days as personal days during each calendar year. Personal days taken shall be deducted from an employee's

accrued sick leave account. If an employee does not take sick leave days as personal days during a calendar year, the employee's accumulated sick leave days will remain the same, although the employee will not be entitled to take more than two personal days in the next calendar year. Request for personal days must be made as far in advance as possible, and will be granted subject to staffing needs as determined appropriate by the Employer.

ARTICLE XII SICK LEAVE

Section 12.1 Allowance. Any employee contracting or incurring a non-service connected illness or injury may use accrued sick leave for the period of time he is unable to perform their duties. An employee may also use sick leave to care for a member of his immediate family who suffers a serious illness or injury reasonably requiring the employee to care for the member of the immediate family. For the purpose of this Section, "immediate family" shall be defined as the employee's legal spouse, children, step-children, adopted children, parents, parents of spouse, step-parents, or grandparents. An employee may also use sick leave time for medical or dental appointments that cannot be scheduled outside work hours. For the purpose of this Section, the terms "illness" and "injury" do not include elective procedures that have not been recommended by a physician as medically necessary for the health or safety of the employee.

Section 12.2, Days Earned in Accumulation. Employees working eight (8) hour schedules shall accrue eight (8) hours of sick leave for each month of service, whereas employees working nine (9) hour schedules shall accrue nine (9) hours of sick leave each for each month of service. Part-time employees shall earn sick leave in proportion to the number of hours worked, *i.e.*, employees working twenty (20) hours a week, based on a forty-hour-a-week-schedule, will

be entitled to fifty percent (50%) of sick leave benefits. Sick leave shall be earned by an employee for any month in which the employee is compensated for more than eighty (80) hours of work.

For employees hired after June 6, 2008, sick leave cannot be taken before it is actually earned, but may be accumulated and carried over from year to year up to a maximum of two hundred and forty (240) days. For employees hired before June 6, 2008, sick leave cannot be taken before it is actually earned, but may be accumulated and carried over from year to year without a maximum annual cap.

Upon retirement, up to two hundred and forty (240) days of an employee's accumulated sick leave shall be credited to Illinois Municipal Retirement Fund (IMRF) benefits as per IMRF rules and regulations. Employees hired after June 6, 2008, shall not be compensated for accumulated but unused sick days in excess of two hundred and forty (240) days. Employees hired before June 6, 2008, shall be compensated upon retirement at their daily wage rate for accumulated but unused sick leave days in excess of two hundred and forty (240) days. In no case, however, will such employees be paid for more than one hundred and twenty (120) accumulated but unused sick leave days in excess of two hundred and forty (240). This amount of accumulated but unused sick leave days in excess of two hundred and forty (240) will be paid to an employee in one lump sum upon retirement.

Section 12. 3, Notification and Use. Notification of absence due to sickness shall be given to the Employer as soon as possible on the first day of such absence and every day thereafter (unless this requirement is waived by the County Engineer), but no later than one-half ($\frac{1}{2}$) hour

after the start of the employee's work shift unless it is shown that such notification was impractical. Failure to properly report an illness may be considered as absence without pay and may subject the employee to discipline, as well. As a condition to eligibility for paid sick leave under this Section, the County may require, at its discretion, any employee to submit a physician's certification of illness (or verification of a family member's illness) when the employee has been off sick for three (3) or more consecutive work days; has had repeated illnesses of shorter periods; or in other circumstances evidencing sick leave abuse.

Sick leave shall be taken in minimum blocks of one-half (½) hour. The Employer, at its option, may require an employee to submit to an examination by a physician chosen by the Employer; if the Employer requires an employee to submit to an examination by a physician designated by the Employer, the Employer will pay the medical expenses.

Section 12.4, Abuse of Sick Leave. Abuse of sick leave is a serious matter and constitutes cause for disciplinary action. Any or all employees who abuse any of the sick leave benefits or violate any of the provisions described in this Article shall be subject to discipline up to and including termination of employment.

ARTICLE XIII ADDITIONAL LEAVES

Section 13.1 Funeral Leave. When a death occurs in an employee's immediate family (i.e., spouse, child (including step or adopted), parent, parent-in-law, sibling, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and grandparent or grandparent-in-law), and employee covered by this Agreement, upon request, shall be excused for three (3) days for purposes of attending the funeral. An eligible employee shall be paid his normal daily rate of pay for any day

or days on which he is excused and but for such excuse would have been scheduled to work. To qualify for funeral leave, an employee must notify his supervisor or designee of the need for funeral soon as practical. Additional time needed by the employee may be deducted from the non-sick leave time, consistent with the normal procedures for the approval of such leave as outlined in other parts of this Agreement.

Section 13.2, Military Leave. Military leave shall be granted in accordance with applicable law.

Section 13.3, Jury/Witness Duty. Any employee who is required to serve on a jury shall be excused from work without loss of regular straight-time pay for the days or portions thereof on which the employee must be present for such jury service and on which the employee would otherwise have been scheduled to work. To receive regular straight time pay for jury duty served in the 11th Judicial Circuit Court, in Livingston County, Illinois, employees must complete the court's waiver voucher for jury duty pay. For jury duty served before any other court or outside of Livingston County, employees will receive their regular earnings for the period of time they are required to be absent from work for jury duty upon submission of their jury duty pay to the County. Any employee who is served a subpoena to appear as a witness in a matter where the employee is not a party to an action against Livingston County will be paid his regular straight-time pay for the days or portions thereof on which the employee must be present as a witness and on which the employee would otherwise be scheduled to work.

The employee shall submit a copy of the witness subpoena or certificate evidencing that he appeared and served as a juror. During jury or witness duty time, if the employee is not actually performing jury or witness duty, the employee shall return to work for the remainder of the work day. The employee shall remit any jury or witness service fee to the Employer in order to receive

his regular straight-time pay for such jury or witness service. An employee may, retain, however, any jury or witness duty funds specifically designated as reimbursement for travel expenses.

Section 13.4, Personal Leave of Absence. The Employer will consider requests for personal leaves of absence from employees who have at least twelve (12) months of continuous service. The County provides personal leaves of absence in certain circumstances for family emergency situations or highly unusual circumstances not covered by FMLA or other provisions or leave policies. Whether a personal leave of absence is granted will be at the sole discretion of the Employer.

Personal leave may be granted for a period of up to 12 weeks each calendar year. Employees must submit a request for leave of absence in writing to their department official at least 30 days in advance, whenever the need for leave is foreseeable. If the need for leave is not foreseeable, employees must request leave as soon as practicable.

At the end of the month in which the employee exhausts vacation, compensatory, personal, and sick time while taking leave under this policy, the employee will become responsible for the full costs of health insurance if they wish coverage to continue.

Benefit accruals, such as vacation and sick time and seniority credit will be suspended during the unpaid portion of leave under this policy and will resume upon return to active employment.

Reasonable effort will be made to return the employee to the same position, if it is available, or to a similar available position for which the employee is qualified. However, approval of leave does not guarantee job reinstatement in all cases.

Employees who fail to return to work without notification upon the expiration of the leave of absence will be considered to have resigned as of the last day of the leave of absence.

Job reinstatement is not guaranteed with a Personal Leave of Absence. If the employee's job has been filled or eliminated, the employee may apply for other open positions with the County for which he or she is qualified. If no such position is available when the employee returns to work, the employee may be terminated from employment.

Section 13.5, School Visitation Leave. Employer and Employees agree to comply with the term and condition of the Illinois School Visitation Rights Act (820 ILCS 147/1 *et seq.*)

Section 13.6, Leaves of Absence Without Pay. The Employer in its sole discretion may allow an employee to receive a leave of absence without pay under such terms and conditions as established by the Employer. Employees on an approved leave of absence without pay will not earn or accrue benefit time.

ARTICLE XIV WAGES

Section 14.1, Salaries. Effective December 1, 2011, pay for all employees (*i.e.*, Maintenance Workers and Engineering Technicians) shall increase by the greater of 2.50 percent, or whatever percentage increase is received by County non-bargaining unit employees. Effective December 1, 2012, pay for all employees (*i.e.*, Maintenance Workers and Engineering Technicians) shall increase by the greater of 2.50 percent, or whatever percentage increase is received by County non-bargaining unit employees.

Section 14.2, New Maintenance Worker Hires. Maintenance Workers will normally be paid in accordance with the following differentials of their base wage rate, based on their years of service as a Maintenance Worker:

- A. 0 - 1 Years - \$1.50 less than base wage rate

- B. 0 - 2 Years - \$1.00 less than base wage rate
- C. 0 - 3 Years - \$0.50 less than base wage rate

A Maintenance Worker will advance to the next pay step as described in the chart above on his anniversary date. Maintenance Workers who have not yet completed one year of service as a Maintenance Worker do not receive a wage increase on December 1st. The County reserves the right to start a new Maintenance Worker employer at a higher base wage step if it so chooses.

After the completion of a Maintenance Worker's third year of service as a Maintenance Worker (i.e., after his third year anniversary), a Maintenance Worker shall be paid the full base wage rate as listed below:

12/01/11 - 11/30/12	12/01/12 - 11/30/13
\$22.97	\$23.54
(2.50% increase)	(2.50% increase)

NOTE: assumes a 2.50% increase for fiscal 2012 and fiscal 2013; if the percentage increase received by the County non-bargaining unit employees is more than 2.50% for fiscal 2012 or 2013, then a Maintenance Worker's base wage rate will be increased by that percentage.

Section 14.3, New Engineering Technician Hires. The following shall constitute the base wage rate for employees hired into the Engineering Technician I classification after December 1, 2011:

12/01/11 -11/30/12	12/01/12 - 11/30/13
\$19.39	\$19.88
(2.50% increase)	(2.50% increase)

After four years of service as an Engineering Technician I, an employee will become an Engineering Technician II at the following base wage rate:

12/01/11 -11/30/12	12/01/12 - 11/30/13
\$21.41	\$21.95
(2.50% increase)	(2.50% increase)

The following shall constitute the base wage rate for employees hired into the Engineering Technician III classification after December 1, 2011:

12/01/10 -11/30/12	12/01/12 - 11/30/13
\$24.90	\$25.52
(2.50% increase)	(2.50% increase)

The following shall constitute the base wage rate for employees hired into the Engineering Technician IV classification after December 1, 2011:

12/01/11 - 11/30/12	12/01/12 - 11/30/13
\$28.37	\$29.08
(2.50% increase)	(2.50% increase)

NOTE: assumes a 2.50% increase for fiscal 2012 and fiscal 2013; if the percentage increase received by County non-bargaining unit employees is more than 2.50% for fiscal 2012 or 2013, then the starting pay for Engineering Technicians will be increased by that percentage.

Section 14.4, Acting Pay. An employee who the County Engineer assigns to supervise the Maintenance Division for a period of at least one (1) day in the absence of a full-time maintenance foreman shall receive a ten (10) percent increase in his base rate of pay for the actual time so assigned. When the County Engineer in his discretion decides to assign an employee to supervise the Maintenance Division, he will do so by selecting the most senior employee on duty who the County Engineer determines to be the most qualified.

Section 14.5, Educational Reimbursement. Full-time employees who wish to advance their educational qualifications may be reimbursed for the cost of tuition for successful completion of such education or training that are related to their work assignments, as determined by the County Engineer. An employee requesting tuition reimbursement must submit a written request in advance that described the courses the employee wishes to take and the applicable tuition costs. Tuition

reimbursement is subject to budgetary constraints and the discretionary approval of the County Engineer.

Section 14.6, CDL License Stipend. The Employer shall reimburse all bargaining unit employees required to have a Commercial Driver's License ("CDL") the difference between the cost of obtaining (I) a CDL license and any endorsements required by the Employer; and (ii) a basic driver's license. For example, if the cost of obtaining a CDL license from the State of Illinois is \$60.00, and the cost of obtaining a basic driver's license from the State of Illinois is \$10.00, the Employer shall reimburse the bargaining unit employee \$50.00. Employees required to have a CDL shall test during paid working hours.

ARTICLE XV INSURANCE AND PENSION BENEFITS

Section 15.1, Insurance. The current coverage for Health and Life Insurance shall remain in full force and effect until December 31, 2012, and in the event such coverage is cancelled through no fault of the Employer, the Employer agrees to provide at least the same premium dollar it is providing now in replacing the Health and Life Insurance plan. After December 31, 2012, this Section shall be automatically rendered null and void and the parties agree to reopen the Agreement for the limited purpose of renegotiating and collectively bargaining the terms and conditions of this Section and Section 15.3 set forth below involving health and life insurance coverage for the period of time from January 1, 2013 until November 30, 2013. Negotiations shall begin no later than October 1, 2012.

Section 15.2, County Insurance Benefit Reciprocity. In recognition of the desirability of maintaining a uniform policy County-wide with respect to insurance benefits and notwithstanding the foregoing provisions contained in this Article, the parties agree that if the County makes any changes, modifications or improvements with respect to any of the County's medical/hospitalization insurance

or dental insurance that are applicable to all other full-time County employees, then such changes, modifications or improvements (including the cost sharing arrangements between the County and the employee) shall likewise be applicable to the employees covered by this Agreement on the same terms and on the same date that they are applicable to all other full-time County employees. The County and the Union agree that before any changes are made to the level of benefits that currently exist for full-time County employees, the County will meet and discuss such changes and seek the input and suggestions of the Union before implementing such a change.

Section 15.3, Life Insurance. For the period of time from December 1, 2011 until December 31, 2012, all employees who are regularly scheduled to and do work thirty-two (32) or more hours per week shall receive a \$10,000 term life and AD&D policy and all full-time employees may purchase additional term life insurance coverage for themselves and their families through payroll deduction, so long as such coverage is offered by the by the insuring company. After December 31, 2012, this Section shall be automatically rendered null and void and the parties agree to reopen the Agreement for the limited purpose of renegotiating and collectively bargaining the terms and conditions of this Section and Section 15.1 set forth above for the period of time from January 1, 2013 until November 30, 2013. Negotiations shall begin no later than October 1, 2012.

Section 15.4, Pensions. The Employer and employees shall continue to make their respective contributions to the Illinois Municipal Retirement Fund in the amount required by State statute.

ARTICLE XVI FAMILY AND MEDICAL LEAVE (FMLA)

Section 16.1, General Policy. Eligible employees may take up to 12 work weeks of unpaid FMLA leave in a 12-month period for specified family and medical reasons. The 12-month period is measured forward from the date an employee's first FMLA leave begins.

Employees must first use their available paid time off (vacation, sick leave, etc.) during the leave period. When an employee has taken all available accrued paid leave, any additional leave under this policy will be unpaid.

Eligible employees may take FMLA intermittently or on a reduced hour basis when medically necessary for the employee's own or immediate family member's serious health condition. Leave due to qualifying exigencies may also be taken on an intermittent basis. Intermittent leave is not permitted for a birth of a child, to care for a newly born child, or for placement of a child for adoption or foster care. Where an employee requests intermittent leave or leave on a reduced hours basis due to an immediate family member's or the employee's own serious health condition, the County has the option, in its sole discretion, to require the employee to transfer to a temporary alternative job (with equivalent pay and benefits) for which the employee is qualified and which better accommodates the intermittent leave or reduced hours leave than the employee's regular job.

Section 16.2, Eligibility. Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months - and if at least 50 employees are employed by the employer within 75 miles.

Section 16.3, Conditions Triggering Leave. FMLA leave may be taken for the following reasons:

- (1) For incapacity due to pregnancy, prenatal medical care, or child birth;
- (2) To care for the employee's child after birth, or placement for adoption or foster care;
- (3) To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- (4) For a serious health condition that makes the employee unable to perform employee's job.

Federal law specifies employee eligibility for leave and provides certain limitations and conditions. Spouses who both work for the County may only take a combined total of twelve (12) weeks for the birth or placement of a child. However, each employee may use the remainder of his/her individual FMLA leave for other allowable reasons.

Section 16.4, Definition of Serious Health Condition. For the purposes of this policy, a serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Section 16.5, Calculation of FMLA Leave. Eligible employees may receive up to 12 work weeks of unpaid leave during the 12-month period measured forward from the date an employee's first FMLA leave begins. FMLA leave for the birth or placement of a child for adoption or foster care must be conducted within 12 months of the birth or placement of the child.

Section 16.6, Intermittent Leave. Eligible employees may take FMLA intermittently or on a reduced hour basis when medically necessary for the employee's own or immediate family member's serious health condition. Leave due to qualifying exigencies may also be taken on an intermittent basis. Intermittent leave is not permitted for birth of a child, to care for a newly born child, or for placement of a child for adoption or foster care. Where an employee requests intermittent leave or

leave on a reduced hours basis due to an immediate family member's or the employee's own serious health condition, the County has the option, in its sole discretion, to require the employee to transfer to a temporary alternative job (with equivalent pay and benefits) for which the employee is qualified and which better accommodates the intermittent leave or reduced hours leave than the employee's regular job.

Section 16.7, Requesting Leave and Designation of Leave. FMLA leave may be initiated by the employee or the County. To request FMLA leave employees should complete a Request for Leave form and submit it to Human Resources. In certain circumstances, the County may designate an absence as FMLA even if the employee did not request FMLA.

Section 16.8, Notification by Employee. When the need for leave is foreseeable (such as the birth or placement of a child and certain medical treatments), the employee must notify the County at least 30 days in advance of the requested leave. When the need for leave is not foreseeable, the employee must give notice as soon as practicable. Failure to provide timely notification may result in delay or denial of leave. Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified.

Section 16.9, Certification. Employees may be required to provide a certification and periodic recertification from a health care provider supporting the need for leave. The employee must provide a copy of the certification in a timely manner (fifteen calendar days). All appropriate information must be provided on the certification, employees must provide additional required

information when requested. Under certain circumstances, the County may require second or third medical opinions and periodic re-certifications. Failure to comply with these requirements may result in delay or denial of leave.

Section 16.10, Benefits. Employees taking leave under this policy who participate in the County's group health plan may continue coverage under the plan on the same terms as if they had continued work, with the County paying its portion of the premiums and the employee paying his or her portion. Failure of the employee to pay his or her share of the health insurance premium may result in loss of coverage. If an employee fails to return to work from FMLA leave, the County reserves the right to recover reimbursement for the employer-paid portion of benefits coverage, unless the employee fails to return due to the continuation, recurrence, or onset of a serious health condition or circumstances beyond his or her control covered under FMLA leave or this Article. Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Section 16.11, Return to Work. Upon returning from FMLA leave, employees must be restored to their original position or to an equivalent position with equivalent pay, benefits, and other employment terms.

ARTICLE XVII

LABOR-MANAGEMENT MEETINGS

Section 17.1, Labor-Management Conferences. The Union and the Employer agree that in the interest of efficient management and harmonious employee relations, that meetings be held periodically, at mutually agreed times and places, between Union representatives and responsible administrative representatives of the Employer. Such meetings may be requested by either party at least seven (7) calendar days in advance by placing in writing a request to the other for a "labor-management meeting" and expressly providing the agenda for such meeting. Such meetings shall be limited to:

- (a) Discussion on the implementation and general administration of this Agreement;
- (b) A sharing of general information of interest to the parties
- (c) The identification of possible health and safety concerns;
- (d) Discussion of potential grievances on a non-binding basis in an attempt to adjust such grievances and to discuss procedures to avoid further grievances; and
- (e) Notifying the Union of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees.

A Union representative and/or Union Stewards may attend these meetings. The Employer may assign appropriate management personnel to attend.

Section 17.2, Purpose. It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Such meeting shall be chaired by the Employer representative and there shall be no loss of wages for attendance by Union Stewards and/or affected bargaining unit employees held during working hours. Attendance at such meetings which occur outside of the employee's regular working hours shall not be considered time worked for compensation purposes. Except as set forth above, grievances and arbitrations shall not be discussed at such meetings nor

shall negotiations for the purpose of altering any and all terms of this Agreement be carried on at such meetings, unless mutually agreed otherwise by the parties. Normally, three (3) persons from each side shall attend these meetings, schedules permitting.

ARTICLE XVIII SUBCONTRACTING

It is the general policy of the Employer to continue to utilize its employees to perform work they are qualified to perform. However, the Employer reserves the right to contract out any work it deems necessary. Except where an emergency situation (including natural and/or man-made disasters) exists, before the Employer contracts out work in a general area, where such contracting out would result in the layoff of any non-probationary bargaining unit employees, the Employer will notify the Union and offer the Union an opportunity to meet and discuss the matter at least thirty (30) days before the date of an existing non-probationary bargaining unit employee is laid off, *i.e.*, removed from the active payroll, as a direct result of such contracting out. Such discussion may include, among other items, the relative economic costs and the effects of such action upon bargaining unit employees who may be laid off as a result of such contracting out. Following notice and an opportunity to meet, the Employer reserves the right to proceed with such layoff.

ARTICLE XIX DRUG AND ALCOHOL TESTING

Drug and alcohol testing shall be conducted in accordance with the provisions of Appendix A.

ARTICLE XX
LIVINGSTON COUNTY PERSONNEL POLICY MANUEL

The following provisions of the Livingston County Personnel Policy Manuel shall be incorporated by reference as a part of this Agreement as set forth in Appendix C.

- (a) 11-3, Anti-Harassment and Complaint Procedure
- (b) 11-7, Electronic Communications
- (c) 11-16, Confidential Information
- (d) 11-17, Conflicts of Interest
- (e) 11-19, Working Off-Premises

ARTICLE XXI
SAFETY

The County, the Union and the employees recognize the importance of maintaining safe working conditions, and in complying with all applicable safety and health laws, rules and regulations, as they may change from time to time.

In the event an employee reasonably and justifiably believes that his health and safety are in danger due to unsafe working conditions or equipment, he shall immediately inform a supervisor who shall have the responsibility to determine what action, if any, shall be taken, including whether the job should be continued or working conditions should be modified.

In the event an employee reasonably and justifiably believes that he has not been properly trained on a piece of equipment or a particular job function, he shall immediately inform a supervisor who shall have the responsibility to determine what action, if any, shall be taken.

**ARTICLE XXII
SOCIAL NETWORK POLICY**

The Social Network Policy as set forth in the attached Appendix D shall be incorporated by reference as a part of this Agreement.

**ARTICLE XXIII
ENTIRE AGREEMENT**

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

Except as otherwise set forth above, the Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the Employer's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. In so agreeing, the parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

**ARTICLE XXIV
SAVINGS CLAUSE**

If any provision of this Agreement or the application of any such provision should be rendered or declared by any court action, or by reason of any existing or subsequently enacted

legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate renegotiation.

**ARTICLE XXV
TERM OF AGREEMENT**

Except as otherwise set forth above, this Agreement shall become effective as of December 1, 2011, and shall remain in full force and effect until November 30, 2013, whereupon, it shall be automatically rendered null and void. Notwithstanding the foregoing, it shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraphs.

In the event that either party desires to terminate this Agreement during the period of negotiations, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

INTERNATIONAL UNION OF OPERATING
ENGINEERS LOCAL NO. 150

By: _____

President/Business Manager

Dated: _____

By: _____

Marshall Douglas
Negotiator/Organizer

LIVINGSTON COUNTY, ILLINOIS

By: _____

William Fairfield
Livingston County Board Chairman

Dated: _____

ATTEST: _____

Kristy Masching
County Clerk of Livingston
County, Illinois

SIDE LETTER OF AGREEMENT

The Union and Employer agree that the Side Letter of Agreement involving Ross Joiner is no longer in force and effect since this employee has retired.